

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and TEDSI Infrastructure Group, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, County desires that Contractor provide professional engineering services for the addition of right turn lanes from Cinco Ranch Blvd to SH 99 and the lengthening of existing left turn bays on Cinco Ranch Blvd. for the Cinco Ranch Boulevard Turn Lanes Project, Number 17314x, under the 2017 Mobility Bond Program (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render the professional engineering services for the project as described Scope of Services and Deliverable Documents attached hereto as Exhibit A, and incorporated herein for all purposes.

**Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred fifty-two thousand one hundred fifty-seven dollars and twenty-four cents (\$152,157.24) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred fifty-two thousand one hundred fifty-seven dollars and twenty-four cents (\$152,157.24) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred fifty-two thousand one hundred fifty-seven dollars and twenty-four cents (\$152,157.24).

### **Section 5. Time of Performance**

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2022. Contractor shall

complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

#### **Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

#### **Section 7. Termination**

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

##### **7.2 Termination for Default**

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

#### **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 12. Confidential and Proprietary Information**

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts

to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

### **Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

#### **Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: TEDSI Infrastructure Group, Inc.  
Attn: Jules M. Morris, Jr., Vice President  
738 Highway 6 South, Suite 430  
Houston, Texas 77079

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with

certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Standard of Care**

Contractor represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

**Section 17. Assignment**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.



## **Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

## **Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

## **Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

## **Section 25. Certain State Law Requirements for Contracts**

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

**FORT BEND COUNTY**

**TEDSI INFRASTRUCTURE GROUP, INC.**

\_\_\_\_\_  
KP George, County Judge

  
Jules M. Morris, Jr., P.E., Vice President

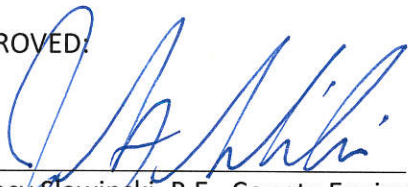
\_\_\_\_\_  
Date

5/30/19  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED:

  
\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Huma Ahmed, Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

I:\AGREEMENTS\2019 Agreements\Engineering\2017 Mobility Bond Program – Project No. Project No. 17314x, Cinco Ranch Blvd. Turn Lanes.docx [5/24/2019]

# EXHIBIT A

| WORK ELEMENT                                       | Engineering Fees<br>05/18/2018 |
|--|--------------------------------|
| <b>Preliminary Engineering</b>                     |                                |
| Route and Design Studies                           | \$25,415.48                    |
| Survey (including 6 ROW Parcels - Weisser)         | \$18,875.00                    |
| Management   | \$3,916.09                     |
|  |                                |
| <b>Management &amp; Final PS&amp;E Engineering</b> |                                |
| Roadway Design                                     | \$36,566.34                    |
| Traffic - Signing and Markings, Signals            | \$14,902.68                    |
| Misc and TCP                                       | \$20,434.87                    |
| SW3P   | \$3,222.48                     |
| Management   | \$6,077.32                     |
|  |                                |
| <b>Extras</b>                                      |                                |
| Direct Expenses                                    | \$5,250.50                     |
|  |                                |
| <b>Bid/Construction Phase Services</b>             |                                |
| Post Design Services                               | \$17,496.48                    |
|  |                                |
| <b>Total Management &amp; Engineering Fees</b>     | <b>\$152,157.24</b>            |

**FEE SCHEDULE (TEDSI)**  
**METHOD OF PAYMENT: LUMP SUM**

PRIME PROVIDER NAME: TEDSI

CONTRACT NUMBER:

PROJECT NAME: Cinco Ranch Blvd Left/Right Turn Lanes

PROJECT LIMITS: From app. 350 ft East of SH 99 to app. 350 ft West of SH 99

| TASK DESCRIPTION                  | PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | PROJECT<br>DESIGNER | SENIOR<br>ENGINEER<br>TECH | EIT        | CADD<br>OPERATOR | CLERICAL   | TOTAL<br>LABOR HRS.<br>& COSTS | NO OF<br>DWGS | LABOR HRS<br>PER SHEET |
|-----------------------------------|--------------------|--------------------|---------------------|---------------------|----------------------------|------------|------------------|------------|--------------------------------|---------------|------------------------|
| <b>PRELIMINARY ENGINEERING</b>    |                    |                    |                     |                     |                            |            |                  |            |                                |               |                        |
| DATA COLLECTION                   | 1                  |                    | 0                   |                     |                            | 2          | 2                | 2          | 7                              | N/A           | N/A                    |
| DEVELOP BASE MAPS                 | 1                  |                    | 2                   |                     |                            | 0          | 8                | 1          | 12                             | N/A           | N/A                    |
| ANALYZE EXISTING CONDITIONS       | 1                  |                    | 2                   |                     |                            | 0          | 4                | 1          | 8                              | N/A           | N/A                    |
| DESIGN CONCEPT MEETING            | 1                  |                    | 2                   |                     |                            | 2          | 0                | 1          | 6                              | N/A           | N/A                    |
| GEOMETRIC DESIGN SCHEMATICS       | 1                  |                    | 0                   |                     |                            | 2          | 8                | 2          | 13                             | N/A           | N/A                    |
| TYPICAL SECTIONS                  | 1                  |                    | 1                   |                     |                            | 0          | 4                | 2          | 8                              | N/A           | N/A                    |
| CONCEPTUAL DRAINAGE DESIGN        | 1                  |                    | 1                   |                     |                            | 2          | 2                | 2          | 8                              | N/A           | N/A                    |
| ROW REQUIREMENTS                  | 1                  |                    | 2                   |                     |                            | 2          | 4                | 2          | 11                             | N/A           | N/A                    |
| SIGNAL WARRANT                    | 1                  |                    | 6                   |                     |                            | 12         | 6                | 4          | 29                             | N/A           | N/A                    |
| CROSS SECTIONS                    | 1                  |                    | 2                   |                     |                            | 4          | 4                | 2          | 13                             | N/A           | N/A                    |
| UTILITY COORDINATION              | 2                  |                    | 6                   |                     |                            | 8          | 8                | 2          | 26                             | N/A           | N/A                    |
| PRELIMINARY CONSTRUCTION SEQUENCE | 1                  |                    | 2                   |                     |                            | 2          | 0                | 2          | 7                              | N/A           | N/A                    |
| PRELIMINARY COST ESTIMATE         | 1                  |                    | 2                   |                     |                            | 2          | 2                | 1          | 8                              | N/A           | N/A                    |
| ENGINEERING SUMMARY REPORT        | 1                  |                    | 2                   |                     |                            | 2          | 2                | 1          | 8                              | N/A           | N/A                    |
| <b>HOURS SUB-TOTALS</b>           | 15                 | 0                  | 30                  | 0                   | 0                          | 40         | 54               | 25         | 164                            |               |                        |
| CONTRACT RATE PER HOUR            | \$251.61           | \$225.80           | \$183.87            | \$154.84            | \$132.26                   | \$125.80   | \$103.22         | \$93.55    |                                |               |                        |
| TOTAL LABOR COSTS                 | \$3,774.15         | \$0.00             | \$5,516.10          | \$0.00              | \$0.00                     | \$5,032.00 | \$5,573.88       | \$2,338.75 | \$22,234.88                    |               |                        |
| <b>SUBTOTAL (FC 110)</b>          |                    |                    |                     |                     |                            |            |                  |            | <b>\$22,234.88</b>             |               |                        |

| TASK DESCRIPTION                              | PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | PROJECT<br>DESIGNER | SENIOR<br>ENGINEER<br>TECH | EIT      | CADD<br>OPERATOR | CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS | NO OF<br>DWGS | LABOR HRS<br>PER SHEET |
|---|--------------------|--------------------|---------------------|---------------------|----------------------------|----------|------------------|----------|--------------------------------|---------------|------------------------|
| <b>SURVEY</b>                                 |                    |                    |                     |                     |                            |          |                  |          |                                |               |                        |
| REVIEW TOPO AND ROW SURVEY PROVIDED BY OTHERS | 2                  | 0                  | 6                   | 0                   | 4                          | 6        | 1                | 2        | 21                             | N/A           | N/A                    |
| <b>HOURS SUB-TOTALS</b>                       | 2                  | 0                  | 6                   | 0                   | 4                          | 6        | 1                | 2        | 21                             |               |                        |
| CONTRACT RATE PER HOUR                        | \$251.61           | \$225.80           | \$183.87            | \$154.84            | \$132.26                   | \$125.80 | \$103.22         | \$93.55  |                                |               |                        |
| TOTAL LABOR COSTS                             | \$503.22           | \$0.00             | \$1,103.22          | \$0.00              | \$529.04                   | \$764.80 | \$103.22         | \$187.10 | \$3,180.60                     |               |                        |
| <b>SUBTOTAL (FC130)</b>                       |                    |                    |                     |                     |                            |          |                  |          | <b>\$3,180.60</b>              |               |                        |



| TASK DESCRIPTION              | PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | PROJECT<br>DESIGNER | SENIOR<br>ENGINEER<br>TECH | EIT      | CADD<br>OPERATOR | CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS | NO OF<br>DWGS | LABOR HRS<br>PER SHEET |
|-------------------------------|--------------------|--------------------|---------------------|---------------------|----------------------------|----------|------------------|----------|--------------------------------|---------------|------------------------|
| PROJECT MANAGEMENT            |                    |                    |                     |                     |                            |          |                  |          |                                |               |                        |
| PROGRESS REPORTS AND INVOICES | 2                  |                    |                     |                     |                            |          |                  | 2        | 4                              | N/A           | N/A                    |
| COORDINATION/ADMINISTRATION   | 4                  |                    |                     |                     |                            |          |                  | 2        | 8                              | N/A           | N/A                    |
| QUALITY CONTROL/ASSURANCE     | 1                  | 4                  |                     |                     |                            |          |                  | 2        | 7                              | N/A           | N/A                    |
| SUB-CONSULTANT MANAGEMENT     | 2                  |                    |                     |                     |                            |          |                  | 2        | 4                              | N/A           | N/A                    |
|                               |                    |                    |                     |                     |                            |          |                  |          |                                |               |                        |
| HOURS SUB-TOTALS              | 9                  | 4                  | 0                   | 0                   | 0                          | 0        | 0                | 8        | 21                             |               |                        |
| CONTRACT RATE PER HOUR        | \$251.61           | \$225.80           | \$183.87            | \$154.84            | \$132.26                   | \$125.80 | \$103.22         | \$93.55  |                                |               |                        |
| TOTAL LABOR COSTS             | \$2,264.49         | \$903.20           | \$0.00              | \$0.00              | \$0.00                     | \$0.00   | \$0.00           | \$748.40 | \$3,916.09                     |               |                        |
|                               |                    |                    |                     |                     |                            |          |                  |          |                                |               |                        |
| SUBTOTAL (FC150)              |                    |                    |                     |                     |                            |          |                  |          | \$3,916.09                     |               |                        |

[illegible]

|  |  |  |  |  |                    |
|--|--|--|--|--|--------------------|
| <b>SUBCONTRACTS:</b>   |  |  |  |  |                    |
| Weisser Engineering (Surveying, including 6 ROW Parcel Acquisitions) |  |  |  |  | \$18,875.00        |
| <b>SUBCONTRACT SUB-TOTAL</b>   |  |  |  |  |                    |
|  |  |  |  |  | <b>\$18,875.00</b> |

| SUMMARY   |  |             |
|---|--|-------------|
| TOTAL COSTS FOR PRIME ONLY (includes multiplier)        |  | \$29,331.57 |
| NON-SALARY (OTHER DIRECT EXPENSES)                      |  | \$4,593.00  |
| SUBCONTRACTS (includes labor costs and direct expenses) |  | \$18,875.00 |
| GRAND TOTAL   |  | \$52,799.57 |



**ATTACHMENT A**  
**FEE SCHEDULE (TEDSI)**  
**METHOD OF PAYMENT: LUMP SUM**

PRIME PROVIDER NAME: TEDSI  
 CONTRACT NUMBER: Cinco Ranch Blvd Left/Right Turn Lanes  
 PROJECT NAME: From app. 350 ft East of SH 99 to app. 350 ft West of SH 99  
 PROJECT LIMITS:

| TASK DESCRIPTION                                   | PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | PROJECT<br>DESIGNER | SENIOR<br>ENGINEER<br>TECH | EIT         | CADD<br>OPERATOR | CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS | NO OF<br>DWGS | LABOR HRS<br>PER SHEET |
|--|--------------------|--------------------|---------------------|---------------------|----------------------------|-------------|------------------|----------|--------------------------------|---------------|------------------------|
| <b>ROADWAY DESIGN CONTROLS</b>                     |                    |                    |                     |                     |                            |             |                  |          |                                |               |                        |
| ROADWAY DESIGN                                     | 2                  |                    | 4                   |                     |                            | 16          | 16               | 1        | 39                             | 0             |                        |
| TYPICAL SECTIONS                                   | 2                  |                    | 4                   |                     |                            | 12          | 12               | 0        | 30                             | 4             | 8                      |
| CUT AND FILL QUANTITIES                            | 1                  |                    | 4                   |                     |                            | 8           | 8                | 0        | 21                             | 0             |                        |
| ROADWAY PLAN AND PROFILE (SCALE: H 1"=20' V 1"=2') | 2                  |                    | 4                   |                     |                            | 24          | 24               | 1        | 55                             | 4             | 14                     |
| CROSS STREET ROADWAY PLAN                          | 2                  |                    | 2                   |                     |                            | 10          | 10               | 0        | 24                             | 2             | 12                     |
| INTERSECTION LAYOUTS & GRADING                     | 2                  |                    | 4                   |                     |                            | 10          | 10               | 1        | 27                             | 2             | 14                     |
| DRIVEWAY DETAIL AND SUMMARY                        | 1                  |                    | 2                   |                     |                            | 4           | 4                | 1        | 10                             | 1             | 10                     |
| ROADWAY DESIGN CROSS SECTIONS                      | 2                  |                    | 6                   |                     |                            | 12          | 12               | 1        | 33                             | 4             | 8                      |
| MISCELLANEOUS ROADWAY DETAILS                      | 2                  |                    | 4                   |                     |                            | 6           | 6                | 1        | 19                             | 2             | 10                     |
| ROADWAY STANDARDS                                  | 0                  |                    | 1                   |                     |                            | 0           | 4                | 1        | 6                              | 25            | 0                      |
| ROADWAY QUANTITIES                                 | 0                  |                    | 1                   |                     |                            | 3           | 3                | 1        | 8                              | 0             |                        |
| REMOVAL QUANTITIES                                 | 0                  |                    | 1                   |                     |                            | 3           | 3                | 1        | 8                              | 0             |                        |
| HOURS SUB-TOTALS                                   | 16                 | 0                  | 37                  | 0                   | 0                          | 106         | 112              | 9        | 280                            | 44            |                        |
| CONTRACT RATE PER HOUR                             | \$251.61           | \$225.80           | \$183.87            | \$154.84            | \$132.26                   | \$125.80    | \$103.22         | \$93.55  |                                |               |                        |
| TOTAL LABOR COSTS                                  | \$4,025.76         | \$0.00             | \$6,803.19          | \$0.00              | \$0.00                     | \$13,334.80 | \$11,560.64      | \$841.95 | \$36,566.34                    |               |                        |
| <b>SUBTOTAL (FC 160)</b>                           |                    |                    |                     |                     |                            |             |                  |          | <b>\$36,566.34</b>             |               |                        |

| TASK DESCRIPTION                                    | PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | PROJECT<br>DESIGNER | SENIOR<br>ENGINEER<br>TECH | EIT        | CADD<br>OPERATOR | CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS | NO OF<br>DWGS | LABOR HRS<br>PER SHEET |
|---|--------------------|--------------------|---------------------|---------------------|----------------------------|------------|------------------|----------|--------------------------------|---------------|------------------------|
| <b>SIGNING, PVMT, MARKING, &amp; SIGNAL</b>         |                    |                    |                     |                     |                            |            |                  |          |                                |               |                        |
| SIGNING AND PAVEMENT MARKING LAYOUTS (SCALE 1"=40') | 2                  |                    | 2                   |                     |                            | 8          | 8                | 2        | 22                             | 5             | 4                      |
| SIGNING AND PAVEMENT MARKING DETAILS                | 0                  |                    | 1                   |                     |                            | 4          | 4                | 1        | 10                             | 2             | 5                      |
| SIGNING AND PAVEMENT MARKING SUMMARY                | 0                  |                    | 1                   |                     |                            | 2          | 1                | 0        | 4                              | 1             | 4                      |
| SIGNING AND PAVEMENT MARKING STANDARDS              | 0                  |                    | 0                   |                     |                            | 2          | 4                | 0        | 6                              | 12            | 1                      |
| TRAFFIC SIGNAL MODIFICATIONS                        | 1                  |                    | 12                  |                     |                            | 18         | 18               | 2        | 51                             | 4             | 13                     |
| TRAFFIC SIGNAL DETAILS                              | 0                  |                    | 1                   |                     |                            | 4          | 4                | 1        | 10                             | 2             | 5                      |
| TRAFFIC SIGNAL SUMMARIES                            | 0                  |                    | 1                   |                     |                            | 3          | 3                | 1        | 8                              |               |                        |
| TRAFFIC SIGNAL STANDARDS                            | 0                  |                    | 1                   |                     |                            | 0          | 4                | 1        | 6                              | 12            | 1                      |
| HOURS SUB-TOTALS                                    | 3                  | 0                  | 19                  | 0                   | 0                          | 41         | 46               | 8        | 117                            | 38            |                        |
| CONTRACT RATE PER HOUR                              | \$251.61           | \$225.80           | \$183.87            | \$154.84            | \$132.26                   | \$125.80   | \$103.22         | \$93.55  |                                |               |                        |
| TOTAL LABOR COSTS                                   | \$754.83           | \$0.00             | \$3,493.53          | \$0.00              | \$0.00                     | \$5,157.80 | \$4,748.12       | \$748.40 | \$14,902.68                    |               |                        |
| <b>SUBTOTAL (FC 162)</b>                            |                    |                    |                     |                     |                            |            |                  |          | <b>\$14,902.68</b>             |               |                        |



| TASK DESCRIPTION                                 | PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | PROJECT<br>DESIGNER | SENIOR<br>ENGINEER<br>TECH | EIT        | CADD<br>OPERATOR | CLERICAL   | TOTAL<br>LABOR HRS.<br>& COSTS | NO OF<br>DWGS | LABOR HRS<br>PER SHEET |
|--|--------------------|--------------------|---------------------|---------------------|----------------------------|------------|------------------|------------|--------------------------------|---------------|------------------------|
| MISCELLANEOUS (ROADWAY)                          |                    |                    |                     |                     |                            |            |                  |            |                                |               |                        |
| TITLE SHEET                                      | 0                  |                    | 1                   |                     |                            | 4          | 4                | 0          | 9                              | 1             | 9                      |
| INDEX SHEET                                      | 0                  |                    | 1                   |                     |                            | 4          | 4                | 0          | 9                              | 1             | 9                      |
| TRAFFIC CONTROL PLAN:                            |                    |                    |                     |                     |                            |            |                  |            |                                |               |                        |
| TCP, DETOURS AND SEQUENCE OF CONSTRUCTION        | 1                  |                    | 1                   |                     |                            | 2          | 2                | 2          | 8                              | 1             | 8                      |
| OVERALL PHASING LAYOUT                           | 1                  |                    | 2                   |                     |                            | 2          | 4                | 2          | 11                             | 1             | 11                     |
| ADVANCE SIGNING LAYOUTS                          | 1                  |                    | 2                   |                     |                            | 2          | 4                | 1          | 10                             | 2             | 5                      |
| TCP PHASE 1                                      | 1                  |                    | 4                   |                     |                            | 6          | 8                | 1          | 20                             | 5             | 4                      |
| TCP PHASE 2                                      | 1                  |                    | 4                   |                     |                            | 6          | 8                | 1          | 20                             | 5             | 4                      |
| TCP DETAILS                                      | 0                  |                    | 2                   |                     |                            | 2          | 2                | 1          | 7                              | 2             | 4                      |
| TCP STANDARDS                                    | 0                  |                    | 1                   |                     |                            | 0          | 6                | 1          | 8                              | 20            | 0                      |
| TCP QUANTITIES                                   | 0                  |                    | 1                   |                     |                            | 2          | 2                | 1          | 6                              | 0             | 0                      |
| COMPUTE & TABULATE QUANTITIES                    | 1                  |                    | 1                   |                     |                            | 2          | 0                | 1          | 5                              | 0             | N/A                    |
| CONSTRUCTION COST ESTIMATE (30% 70% 95% & FINAL) | 0                  |                    | 4                   |                     |                            | 4          | 0                | 4          | 12                             | 0             | N/A                    |
| GENERAL NOTES, SPECIFICATIONS AND PROVISIONS     | 0                  |                    | 1                   |                     |                            | 4          | 0                | 2          | 7                              | 0             | N/A                    |
| PS&E PLAN SET SUBMITTAL (30%/70%/95%/FINAL)      | 4                  |                    | 4                   |                     |                            | 4          | 8                | 1          | 21                             |               |                        |
| HOURS SUB-TOTALS                                 | 10                 | 0                  | 29                  | 0                   | 0                          | 44         | 52               | 18         | 153                            | 38            |                        |
| CONTRACT RATE PER HOUR                           | \$251.61           | \$225.80           | \$183.87            | \$154.84            | \$132.26                   | \$125.80   | \$103.22         | \$93.55    |                                |               |                        |
| TOTAL LABOR COSTS                                | \$2,516.10         | \$0.00             | \$5,332.23          | \$0.00              | \$0.00                     | \$5,535.20 | \$5,367.44       | \$1,683.90 | \$20,434.87                    |               |                        |
| <b>SUBTOTAL (FC 163)</b>                         |                    |                    |                     |                     |                            |            |                  |            | <b>\$20,434.87</b>             |               |                        |

| TASK DESCRIPTION               | PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | PROJECT<br>DESIGNER | SENIOR<br>ENGINEER<br>TECH | EIT      | CADD<br>OPERATOR | CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS | NO OF<br>DWGS | LABOR HRS<br>PER SHEET |
|--------------------------------|--------------------|--------------------|---------------------|---------------------|----------------------------|----------|------------------|----------|--------------------------------|---------------|------------------------|
| SW3P                           |                    |                    |                     |                     |                            |          |                  |          |                                |               |                        |
| SW3P LAYOUT (2 PHASES FOR TCP) | 1                  |                    | 4                   |                     |                            | 4        | 4                | 0        | 13                             | 4             | 3                      |
| SW3P INDEX                     | 0                  |                    | 1                   |                     |                            | 0        | 2                | 0        | 3                              | 1             | 3                      |
| SW3P SUMMARIES                 | 0                  |                    | 1                   |                     |                            | 2        | 2                | 0        | 5                              | 1             | 5                      |
| SW3P STANDARDS                 | 0                  |                    | 1                   |                     |                            | 0        | 1                | 0        | 2                              | 10            | 0                      |
| HOURS SUB-TOTALS               | 1                  | 0                  | 7                   | 0                   | 0                          | 6        | 9                | 0        | 23                             | 16            |                        |
| CONTRACT RATE PER HOUR         | \$251.61           | \$225.80           | \$183.87            | \$154.84            | \$132.26                   | \$125.80 | \$103.22         | \$93.55  |                                |               |                        |
| TOTAL LABOR COSTS              | \$251.61           | \$0.00             | \$1,287.09          | \$0.00              | \$0.00                     | \$754.80 | \$928.98         | \$0.00   | \$3,222.48                     |               |                        |
| <b>SUBTOTAL (FC 161)</b>       |                    |                    |                     |                     |                            |          |                  |          | <b>\$3,222.48</b>              |               |                        |

| TASK DESCRIPTION                                 | PROJECT<br>MANAGER | SENIOR<br>ENGINEER | PROJECT<br>ENGINEER | PROJECT<br>DESIGNER | SENIOR<br>ENGINEER<br>TECH | EIT      | CADD<br>OPERATOR | CLERICAL | TOTAL<br>LABOR HRS.<br>& COSTS | NO OF<br>DWGS | LABOR HRS<br>PER SHEET |
|--|--------------------|--------------------|---------------------|---------------------|----------------------------|----------|------------------|----------|--------------------------------|---------------|------------------------|
| PROJECT MANAGEMENT                               |                    |                    |                     |                     |                            |          |                  |          |                                |               |                        |
| PROGRESS REPORTS AND INVOICES                    | 4                  |                    | 0                   |                     |                            | 0        |                  | 4        | 8                              | N/A           | N/A                    |
| COORDINATION/ADMINISTRATION                      | 4                  |                    | 0                   |                     |                            | 0        |                  | 4        | 8                              | N/A           | N/A                    |
| DESIGN REVIEW MEETINGS (2 meetings with FBC/GEC) | 4                  |                    | 0                   |                     |                            | 4        |                  | 0        | 8                              | N/A           | N/A                    |
| QUALITY CONTROL/ASSURANCE                        | 0                  | 8                  | 0                   |                     |                            | 0        |                  | 0        | 8                              | N/A           | N/A                    |
| HOURS SUB-TOTALS                                 | 12                 | 8                  | 0                   | 0                   | 0                          | 4        | 0                | 8        | 32                             |               |                        |
| CONTRACT RATE PER HOUR                           | \$251.61           | \$225.80           | \$183.87            | \$154.84            | \$132.26                   | \$125.80 | \$103.22         | \$93.55  |                                |               |                        |
| TOTAL LABOR COSTS                                | \$3,019.32         | \$1,806.40         | \$0.00              | \$0.00              | \$0.00                     | \$503.20 | \$0.00           | \$748.40 | \$6,077.32                     |               |                        |
| <b>SUBTOTAL (FC160)</b>                          |                    |                    |                     |                     |                            |          |                  |          | <b>\$6,077.32</b>              |               |                        |





## **ATTACHMENT "B"**

### **Cinco Ranch at SH 99 Turn Lanes Scope of Services**

#### **SERVICES TO BE PROVIDED BY THE ENGINEER**

The Scope of Services to be provided by the Engineer shall be in accordance with the items outlined in the Engineering Project Scope and Additional Services Project Scope shown herein.

#### **EXISTING CONDITIONS/PROJECT PURPOSE**

Cinco Ranch Blvd (CRB) is currently 4-lane divided concrete curb and gutter roadway with closed drainage on both eastbound and westbound approaches to SH 99. This project will provide dedicated right turn lanes from CRB to SH 99 (eastbound to southbound, and westbound to northbound). Limited additional Right-of-Way will be necessary to implement these right turn bays. In addition, the existing left turn bays at these same two locations will be lengthened for more vehicular storage capacity. Existing driveways (right turn lanes) and median openings (left turn lanes) shall serve as boundary of proposed work. The purpose of these turn lane improvements is to decrease congestion and reduce delay.

#### **SCOPE OF WORK**

##### **Preliminary Design**

The primary goals are to: (1) establish a typical cross section and cross sections in non-standard areas, (2) determine drainage system needs (limited to storm sewer modification due relocated inlets), (3) positively determine right-of-way acquisition needs, (4) determine potential conflicts with existing facilities, (5) identify critical path items, (6) identify problem areas and potential resolution(s), (7) determine permit and regulatory requirements, and (8) prepare a reasonable construction cost estimate. A "30 percent" plan set will be prepared, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with limited annotation. These plans, along with a typical section sheet, are the only drawings included at submittal of preliminary design.

##### **Surveying**

##### **Existing Right of Way Mapping (Cat. 1B; Cond. II)**

1. Perform abstract survey; obtain deeds of records, and plats for Cinco Ranch Boulevard right-of-way, streets intersecting Cinco Ranch Boulevard and tracts of land adjoining Cinco Ranch Boulevard.

2. Establish the existing right-of-way of Cinco Ranch Boulevard.
3. Prepare existing Right-of-Way Map of the Project certifying to a Cat. 1B, Cond. II Right-of-Way Survey to be delivered in PDF format.
4. Prepare Survey Control Sheet(s) for the project to be delivered in PDF format.

**Parcel Surveys (Cat. 1A; Cond. II)**

1. Prepare metes and bounds descriptions in accordance with Fort Bend County guidelines for property acquisition and add parcels to the existing right-of-way maps.

**Topographic Surveying**

1. Utilize horizontal and vertical project control established and provided by Texas Department of Transportation.
2. For the roadway and ditches, obtain cross-sections at 50-foot intervals with grade breaks. Cross-sections shall extend 20 feet beyond the proposed right-of-way lines where accessible. Identify locations and elevations of physical features to include buildings, fences, walls, trees, sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, etc. Horizontally and vertically locate available existing utilities within, crossing, and adjoining project limits. Utilities will be located and tied based on visual evidence and utilities based on maps, plans, and marked by "One Call" within the project limits, flow line elevations, sizes, material types and directions of pipes will be obtained on storm sewer lines, sanitary sewer lines and culverts. The rim (top) and flow line elevations will be obtained on inlets, manholes, and drainage structures.
3. The Surveyor will coordinate with pipeline companies, municipal utility districts (MUDs), homeowner's associations (HOA's), Fort Bend County, and private utility agencies to obtain locations of available existing utilities and depths of existing pipelines and provide Level B Subsurface Utility Surveying.
4. Survey geotechnical bore hole locations as indicated by Client and provide information to Client in an approved digital format.
5. Prepare existing Topographic Survey Map of the Project certifying to a Cat. 6, Cond. II Topographic Survey to be delivered in PDF format.
6. The 3D topographical survey base map and digital terrain model (DTM), surface triangular irregular network (TIN) will be created and delivered for the existing roadway using Geopak and Microstation.

**Subsurface Utility Engineering (Level B) Utility/Pipeline Investigations** The Surveyor shall perform such investigations, research, and other activities necessary to identify any potential utility/pipeline conflicts with the Project, including but not limited to:

1. Locating and identifying available existing utilities/pipelines including casings and vent pipes within the existing and proposed rights-of-way, including obtaining information from utility owners record drawings and site reconnaissance, as well as shooting elevations marked or uncovered by others, and providing Subsurface

Utility Engineering Level B effort to locate all available subsurface utilities within the existing and proposed right-of-way.

2. Level B Two dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating", this quality level provides the horizontal position of subsurface utilities within approximately one foot.

### **Drainage**

The Engineer shall compute additional runoff resulting from addition of impervious surface (new turn lane paving), and will confirm by calculations that existing inlet and laterals are of sufficient capacity and grade to accommodate computed new runoff. Inlets will require relocation due to right turn lane construction. Associated laterals will be extended to new inlet location at same grade and shall be connected as per applicable standards. There shall be no further hydraulics performed for the project.

### **Traffic Engineering**

The Engineer shall complete a standard traffic signal warrant study for the intersection of Cinco Ranch and SH 99. Upon presumed successful warrant, the Engineer will prepare signal modification required for the proposed right turn lane installation (relocation of signal hardware and new ADA pedestrian curb ramps). As this traffic signal is maintained by TxDOT, all design modifications shall conform to TxDOT standards and design preferences. All new pavement markings (crosswalks, stop bars etc.) within TxDOT ROW shall conform to TxDOT standards. Same applies for Fort Bend County as appropriate.

### **Geotechnical**

Due to the limited quantity of proposed pavement required for this project (turn lanes), geotechnical investigations will not be required for this project. The Engineer shall match existing pavement structure in material and thickness.

### **Environmental**

Any environmental work (i.e., necessary records research, windshield survey of this project, etc.) will be handled by separate firm, contracted directly by Fort Bend County.

### **Utility Coordination**

The Engineer shall research to determine the existence and location of underground utilities (pipelines, duct banks, etc.). Any subsurface utility investigation (SUI) will be at the expense of the utility company. Utility company signatures will not be required on completed drawings.

1. Perform records research and field visits to determine the presence of underground or overhead private or public utilities during the Preliminary Design phase.
2. Send records requests to utility companies and obtain I.D. numbers (CenterPoint and AT&T).
3. Depict utilities to a reasonable degree of accuracy on the plan and profile

drawings.

4. Prepare a conflict table during the Preliminary Design phase to highlight conflicts between existing utilities and proposed improvements, to be updated during the Final Design phase as required.
5. Submit milestone-level drawings to applicable utility companies for their review.

**Project Manager Shall:**

1. Assist the Engineer in identifying major utilities, and providing contact information for various utilities as needed.
2. Coordinate directly with utility companies to facilitate utility adjustments required by the proposed improvements.
3. Coordinate with utility companies during the Construction phase as required.

**Final Design**

The Engineer shall prepare construction drawings and specifications accurately and efficiently. Interim submittals will be made at 70 percent and 95 percent completion, and shall include drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

Applicable design criteria include, in order of priority, include (1) Any Fort Bend County Engineering or Drainage District criteria/standards, including the Fort Bend County Drainage Criteria Manual (Fort Bend County Drainage District, November 1987, revised April 1999), (2) Municipal Design Criteria if the project is located within the limits of a municipality and/or ETJ that has design criteria, (3) Guidelines for Engineers Having Contracts with Harris County, Texas (Harris County Public Infrastructure Department, 1987), (4) Applicable Texas Department of Transportation design criteria (all County-maintained traffic signals, other items as applicable), and (5) The Infrastructure Design Manual (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents).

The 70 percent submittal should include the following:

1. Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name and registration number).
2. Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities).
3. Overall project layout (scale as appropriate with sheet references left blank since they are subject to change in subsequent submittals).
4. Survey control map.
5. Plan and profile sheets (1"=20' plan scale but printed half-size for a 1"=40' scale;

all existing and proposed facilities correctly shown in plan and profile; separate drawings for roadway and storm sewer are not necessary; detailed callouts not required at 70%).

6. Traffic control plan (phasing and traffic control; avoid detours unless approved by the County; use of construction zone standards is encouraged).
7. Storm Water Pollution Prevention Plan (drawings and text; drawings may consist of a layout and details).
8. Specification table of contents (use Harris County Specifications).
9. Bid form with estimated unit and total costs (spreadsheet based).

Three copies of the 70 percent submittal will be required for County review, and drawings can be submitted on 11-inch by 17-inch sheets. A digital copy in Adobe Acrobat format (PDF) of the drawings, specifications and estimate will also be required. The 95 percent submittal should be considered complete with 95% interim seal, and shall include all of the 70 percent requirements plus the following:

1. General notes sheet.
2. Verify earthwork quantities with cross sections at 100-foot intervals (only non-standard sections should be included in plans).
3. Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged).
4. Standard construction details.
5. Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded).
6. Responses to 70 percent comments.

Physical submittal requirements will be the same as for the 70 percent submittal.

The 100 percent design submittal shall consist of one sealed and signed set of drawings delivered to the County, along with a PDF submittal of the drawings, specifications and estimate sent to the Project Manager. Final design efforts will be considered complete when the County has approved the documents as evidenced by the County Engineer's signature on the drawings.

All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis.

#### **Bid and Construction Phase Services**

Upon completion of final design services, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the County and provided to the Engineer in PDF format. The Engineer will prepare a single project manual file in PDF format, consisting of:

1. Administrative documents
2. The bid form (prepared by the Engineer)
3. A sealed specification table of contents
4. Applicable specifications and documents

The Engineer will prepare a single file in PDF format for the entire drawing set. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with electronic seal and signature.

The Engineer will prepare 27 compact discs, each with one project manual file and one drawing file. Of these, 25 compact discs will be delivered to the County Purchasing Agent for advertising, and two discs will be provided to the Project Manager. Printed documents are not required.

The Engineer will attend a pre-bid meeting at the County Purchasing Office. It is not necessary to prepare for the meeting, other than to be able to briefly describe the project.

The Purchasing Agent will forward bidder questions to the Engineer. Answers to questions, as well as any other required changes, will be included in an addendum, prepared by the Engineer if necessary. The Purchasing Agent will distribute the addendum.

After the bid, the Project Manager will prepare a bid tabulation and provide a copy to the Engineer for filing.

The Engineer will attend a pre-construction meeting with County staff, Project Manager, general contractor, and construction materials testing contractor. Prior to the meeting, the Project Manager will inform the Engineer of how many drawing and project manual sets are required, and the Engineer will provide these documents at the pre-construction meeting.

The Engineer will be responsible for reviewing contractor submittals and responding to Requests for Information.

Field visits and progress meetings will not be required unless requested by the County.

The Engineer will participate in a substantial completion walkthrough.

After project completion, the Engineer will prepare record drawings based on contractor as-built markups. The record drawings may be printed on paper and delivered to the County.

All bid and construction phase services will be paid on a time-and-materials basis. The not-to-exceed fee for these services will be determined by the County and/or its Project Manager and the Engineer. Monthly billing will include a breakdown of hours spent by

personnel in the various employee categories, at billing rates agreed to by the County and the Engineer.

### **Invoicing**

The Engineer may prepare invoices in the format of its accounting system. However, the following will apply for invoices:

1. When the first invoice is prepared, all major billing tasks anticipated for the project duration (Preliminary Design, Final Design, Survey, etc.) should be listed with budgets included. The sum of the task budgets must equal the amount in the Engineer's agreement. If tasks must be added or revised during the course of the project, budgets must be revised to ensure that the total budget remains the same (unless the budget is revised by amendment). Columns should be included, for each task, to show percent complete, amount earned, previously billed and current billing.
2. A sequential numbering must be included with each invoice, i.e. Invoice 1 followed by Invoice 2, etc. Another invoice number may be included for internal purposes, but the sequential numbering should be included as well.
3. The Purchase Order number must be included on the invoice.
4. Markups for subconsultant services or reimbursable expenses are not allowed. A line item may be included in the fee proposal for subconsultant coordination.
5. The County is tax-exempt and will not reimburse tax expenses. The Project Manager can provide a tax exemption form to the Engineer to ensure that tax is not charged.
6. For lump sum tasks, subconsultant invoices do not need to be included in the Engineer's invoice.
7. A brief progress report must be submitted with each invoice, to include efforts reflected in the invoice. Employee hourly breakdowns are not required for lump sum tasks, but are required for time-and-materials tasks. Although employee timesheets are not required for time-and-materials tasks, the County reserves the right to request them in an audit.
8. Invoices shall be submitted in PDF format to the County Engineering Department with copy to the Project Manager. The Project Manager will approve or require revisions within five days of invoice submission or revision, as applicable. The Project Manager will provide the email addresses of all to be included in the invoice submittals.



## **ATTACHMENT "C"**

### **Cinco Ranch at SH 99 Turn Lanes Schedule of Milestone Submittals**

|                             |          |
|-----------------------------|----------|
| 30% Design Submittal        | 8 Weeks  |
| 70% Design Submittal        | +8 Weeks |
| 95% Design Submittal        | +6 Weeks |
| 100% Final Design Submittal | +6 Weeks |

